

RECEIVED

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

OCT 11 2001

PUBLIC SERVICE  
COMMISSION

In the matter of:

BARBARA CURTIN BORG

(Your Full Name)

COMPLAINANT

VS.

VERIZON WIRELESS

(Name of Utility)

DEFENDANT

COMPLAINT

2001-345

The complaint of \_\_\_\_\_ respectfully shows:

(Your Full Name)

(a)

BARBARA CURTIN BORG

(Your Full Name)

620 TALLY RD, LEXINGTON KY 40502

(Your Address)

(b)

VERIZON WIRELESS

(Name of Utility)

5175 EMERALD PARKWAY, DUBLIN OH 43017

(Address of Utility)

(c)

That:

(See attached Complaint)

(Describe here, attaching additional sheets if necessary,

the specific act, fully and clearly, or facts that are the reason

and basis for the complaint.)

Continued on Next Page

Formal Complaint

vs.

Page 2 of 2

Wherefore, complainant asks

(Specifically state the relief desired.)

Dated at Lexington, Kentucky, this 11<sup>th</sup> day

(Your City)

of October, 2001

(Month)

Barbara Curtis Kelley B.M.G.

(Your Signature)

(Name and address of attorney, if any)

## COMPLAINT

Complainant states that Verizon Wireless has repeatedly billed her \$175 for "Penalties" in violation of the both its own written contract and the Kentucky Statute of Frauds, which she fears will adversely affect her credit rating if not paid. A copy of that bill is attached as Exhibit A.

Complainant had one cellular line with Verizon for ten years, and added a second line for her son five years ago. Always paying her bill upon receipt, she discontinued her service with Verizon in the spring of 2001 in order to switch to a smaller cellphone not offered by them. Cancellation of her service was not a problem, but Verizon has fought cancellation of her son's line, imposing penalties in the amount of \$175 (which she has not paid).

During the five years of his service with Verizon, when newspaper ads offered a new feature to the public at her son's minutes/price level, or when her son's minutes needed to be expanded, Complainant would call Verizon and request that the advertized feature be added or his minutes expanded; it was never a problem until the spring of 2001. When she called on March 7, 2001 to request the advertized feature of unlimited mobile-to-mobile minutes (same minutes/price level as his then current service), she was told something like, "You'll have to have a contract." She responded, "That's fine", thinking that her current contract with Verizon satisfied that requirement.

She believed that she had reached an inexperienced employee who merely misunderstood the situation, and that she could only be bound by a document that she had signed because no "contract" had ever been mentioned when she called before to add a feature or change his number of minutes. In fact, when she asked, she had always been told that this would not extend her contract. She later dug out her contract signed on December 7, 1999, and believed that it had to control the dealings between the parties, or else her law school education was for naught. She had been taught that a written contract could only be superceded by another written contract; therefore, the Verizon representative must be unaware of her current contract with Verizon.

Her son planned to do a summer internship in Los Angeles in the summer of 2001, and she did not want to pay for his unusable service for those months. Verizon also did not really have a minutes/price increment that worked well for his cellphone needs since he no longer had a land line. When she later called Verizon (in March or April of 2001) to discuss discontinuing his service at the beginning of the summer, she was told that adding the mobile-to-mobile feature (just weeks earlier) added a year onto some existing year's contract Verizon thought they already had with her (of which she was unaware). She was told that his service could not be cancelled until December of 2002, more than twenty months from then! This was the first time any Verizon representative had ever discussed a specific contract ending date with her.

Verizon's edict was in violation of the Kentucky Statute of Frauds, as well as any notion of fair dealing. Any contract that is not to be performed in one

year must be in writing. When she tried to argue with Verizon representatives, she was told, "You're not trying to work this out." Months later, only after she discontinued the service and when it was too late to do anything about it, Verizon claimed that she only had to fulfill her contract through April of 2002.

The only contract with Verizon that Complainant knew of is the one signed on December 7, 1999, when she purchased a new Qualcomm 860 for her son. This contract was for one year, and states that it would continue on a month-to-month basis at the expiration of the original contract. A copy of that contract is attached as an exhibit to a letter Complainant sent by certified mail to the Administration Department of Verizon Wireless on May 14, 2001. With this letter, she hoped to accomplish an agreeable discontinuation of service, giving them a thirty day advance notice of the cessation of service date. In that letter, she said what she intended to do and requested a response before 5-29-01. It also said that if no response were received, she would assume this was agreeable with Verizon.

This was actually the second time she had informed Verizon by certified mail of the intended discontinuation of her son's line, also informing them two months in advance when she discontinued service for her line. No response was received from Verizon either time, although she has signed receipts from the Administration Department for Verizon Wireless in Alpharetta, Georgia for both letters. Attached as Exhibit B is a copy of her May 14, 2001 letter with its exhibits.

## RELIEF REQUESTED

Because Complainant believes that Verizon's policy violates both her written contract and the Kentucky Statute of Frauds, she files this Complaint. Orally locking customers into contract extensions on top of contract extensions without explaining that it intends to run the contracts consecutively instead of concurrently is unfair and overreaching. The customer should be given notice of Verizon's specific intended contract end date. She seeks relief for both herself and countless others who may not be as informed of their legal rights.

It is also not right to attempt to hold customers to longer and longer verbal contracts without requiring a signature before changing the terms of the contract; it simply does not convey the import of the seriousness of requesting a mere change in a feature. If Verizon intends to lock people into contracts longer than one year, it should be required to either mail the customer a contract to sign (which one could read to consider the seriousness of signing up for additional service) or require that customer to come into a Verizon office to sign a new contract before activating the new feature.

Complainant requested at several levels that Verizon representatives check with their attorneys to learn that any contract that is not to be performed in one year must be in writing to be enforceable. She even threatened to file a class action if necessary to establish that what Verizon was attempting to do is not right. On June 20, 2001, a representative of the Public Service Commission

prepared a PSC consumer complaint on her behalf (Number 20012623 - a copy is attached as Exhibit C), but Verizon has failed to correct the "Penalties" charge.

Verizon should be estopped from attempting to lock customers in to longer and longer oral contracts without the requirement of a writing. Her "Penalties" and those of any other similarly situated customers should be erased, so that credit records are not destroyed by this unfair and overbearing practice. Complainant requests that Verizon be forced to obey the laws of the Commonwealth, and be bound by the terms of its own written contract.

BARBARA C. BORG

Page 4 of 7

Bill Date: June 25, 2001  
Account Number: 85216638-228135  
Subscriber Number: (859)533-6539

DETAIL OF SUBSCRIBER CHARGES

Monthly Recurring Charges  
Prorated 05/25/01 to 06/25/01 29.03  
Total Monthly Recurring Charges 29.03

Billing Credits and Other Charges  
Per Productivity 3 05/25/01 To 06/25/01 5.96  
Net Minutes Free -175.00  
Penalties 175.00  
Weekend to Mon -10.00  
1000 Net Minutes 8.16  
Net Mngn Embedded Base 5 Included Netas 0.00  
Total Billing Credits and Other Charges 167.40

Detail of Airtime Usage  
Rate plan : OHDYL DTGCH-400 MIN-0-OP-FLD Included Minutes : 400  
Rate Plan Incl. Minutes  
Voice Plan Incl. Minutes= 15.00 min. @ \$ 0.000 0.00  
Billed Minutes 13.20  
Total Minutes = 543.00  
1000 MIN MINUTES  
MTH Included Minutes 346.00 97.00 0.000 0.00  
Total Minutes = 87.00  
Total Minutes Used = 630.00

Total Airtime Charges 10.20

Long Distance Charges 0.00  
Roamer Charges 0.00

Taxes, Surcharges and Fees  
Federal Excise Tax 0.00  
Ky State Sales Tax 2.11  
Fayette Cnty Schl Bnd Out 1.05  
Ky Lifeline Surcharge 0.06  
Fed Univ Svc/Reg Chg 0.42  
Ky State 911 Fee 0.70  
Total Taxes, Surcharges and Fees 10.53  
Total Current Charges \$220.26

AIRTIME AND LONG DISTANCE DETAIL SUMMARY

Date	Time	City	ST	Number	Type	Min.	Air	LD	Total
5/20	2:18PM	RETRIEVAL		(859)533-6539	V	3.00	0.00	0.00	0.00
5/20	2:24PM	LEXINGTON	KY	(859)312-7141	V	1.00	0.00	0.00	0.00
5/20	3:43PM	RECORDING		(859)533-6539	V	1.00	0.00	0.00	0.00
5/20	4:05PM	LEXINGTON	KY	(859)289-7261	V	1.00	0.00	0.00	0.00
5/20	4:56PM	"INCOMING"		(859)533-6539	V	7.00	0.00	0.00	0.00
5/20	5:12PM	"INCOMING"		(859)533-6539	V	2.00	0.00	0.00	0.00
5/20	6:11PM	LEXINGTON	KY	276-4088	V	1.00	0.00	0.00	0.00
5/21	11:37AM	LEXINGTON	KY	(859)312-7141	P	1.00	0.00	0.00	0.00
5/21	1:28PM	"INCOMING"		(859)533-6539	P	1.00	0.00	0.00	0.00
5/21	2:59PM	"INCOMING"		(859)533-6539	P	5.00	0.00	0.00	0.00

Date	Time	City	ST	Number	Type	Min.	Air	LD	Total
5/21	3:53PM	LEXINGTON	KY	(859)421-4645	"M	1.00	0.00	0.00	0.00
5/21	4:18PM	"INCOMING"		(859)533-6539	P	1.00	0.00	0.00	0.00
5/21	5:54PM	"INCOMING"		(859)533-6539	P	1.00	0.00	0.00	0.00
5/21	6:55PM	LEXINGTON	KY	(859)321-1308	"M	7.00	0.00	0.00	0.00
5/21	6:58PM	LEXINGTON	KY	(859)533-6539	"M	1.00	0.00	0.00	0.00
5/21	6:04PM	"INCOMING"		(859)533-6539	P	2.00	0.00	0.00	0.00
5/21	6:05PM	"INCOMING"		(859)533-6539	P	3.00	0.00	0.00	0.00
5/21	9:54PM	RECORDING		(859)533-6539	V	1.00	0.00	0.00	0.00
5/22	10:28AM	LEXINGTON	KY	257-8226	P	1.00	0.00	0.00	0.00
5/22	11:25AM	LEXINGTON	KY	276-8851	P	2.00	0.00	0.00	0.00
5/22	11:27PM	LEXINGTON	KY	276-8851	P	2.00	0.00	0.00	0.00
5/22	11:28AM	LEXINGTON	KY	269-1148	P	2.00	0.00	0.00	0.00
5/22	11:30AM	LEXINGTON	KY	321-5465	"M	2.00	0.00	0.00	0.00
5/22	11:45AM	LEXINGTON	KY	(859)421-4645	"M	1.00	0.00	0.00	0.00
5/22	12:03PM	LEXINGTON	KY	455-9058	P	1.00	0.00	0.00	0.00
5/22	12:04PM	LEXINGTON	KY	266-2275	P	2.00	0.00	0.00	0.00
5/22	12:17PM	"INCOMING"		(859)533-6539	P	3.00	0.00	0.00	0.00
5/22	12:21PM	LEXINGTON	KY	233-4225	P	3.00	0.00	0.00	0.00
5/22	3:45PM	LEXINGTON	KY	264-7469	P	1.00	0.00	0.00	0.00
5/22	8:00PM	LEXINGTON	KY	289-7261	P	1.00	0.00	0.00	0.00
5/22	8:25PM	LEXINGTON	KY	276-8851	P	1.00	0.00	0.00	0.00
5/22	8:01PM	RETRIEVAL		(859)533-6539	V	2.00	0.00	0.00	0.00
5/22	8:10PM	MT STERLING	KY	585-0754	V	2.00	0.00	0.00	0.00
5/22	8:34PM	"INCOMING"		(859)533-6539	V	1.00	0.00	0.00	0.00
5/22	10:49PM	RETRIEVAL		(859)533-6539	V	1.00	0.00	0.00	0.00
5/22	10:50PM	"INCOMING"		(859)533-6539	V	2.00	0.00	0.00	0.00
5/23	1:19AM	RETRIEVAL		(859)533-6539	V	1.00	0.00	0.00	0.00
5/23	11:46AM	"INCOMING"		(859)533-6539	P	11.00	0.00	0.00	0.00
5/23	12:27PM	LEXINGTON	KY	254-4497	P	4.00	0.00	0.00	0.00
5/23	2:23PM	RECORDING		(859)533-6539	P	1.00	0.00	0.00	0.00
5/23	3:37PM	"INCOMING"		(859)533-6539	P	3.00	0.00	0.00	0.00
5/23	4:30PM	"INCOMING"		(859)533-6539	P	3.00	0.00	0.00	0.00
5/23	5:30PM	"INCOMING"		(859)533-6539	P	12.00	0.00	0.00	0.00
5/23	5:41PM	RECORDING		(859)533-6539	P	1.00	0.00	0.00	0.00
5/23	7:38PM	LEXINGTON	KY	(859)552-7589	P	1.00	0.00	0.00	0.00
5/23	7:51PM	"INCOMING"		(859)533-6539	P	1.00	0.00	0.00	0.00
5/23	7:51PM	LEXINGTON	KY	(859)552-7589	P	2.00	0.00	0.00	0.00
5/24	12:15PM	RECORDING		(859)533-6539	P	1.00	0.00	0.00	0.00
5/24	12:17PM	RECORDING		(859)533-6539	P	2.00	0.00	0.00	0.00
5/24	12:19PM	RETRIEVAL		(859)533-6539	P	3.00	0.00	0.00	0.00
5/24	12:25PM	LEXINGTON	KY	(859)552-7589	P	2.00	0.00	0.00	0.00
5/24	1:16PM	"INCOMING"		(859)533-6539	P	2.00	0.00	0.00	0.00
5/24	5:35PM	"INCOMING"		(859)533-6539	P	2.00	0.00	0.00	0.00
5/24	5:55PM	"INCOMING"		(859)533-6539	P	1.00	0.00	0.00	0.00
5/24	7:02PM	LEXINGTON	KY	(859)321-1308	"M	11.00	0.00	0.00	0.00
5/24	7:14PM	LEXINGTON	KY	233-4225	P	4.00	0.00	0.00	0.00
5/24	7:30PM	"INCOMING"		(859)533-6539	P	1.00	0.00	0.00	0.00
5/24	8:37PM	LEXINGTON	KY	(859)321-1308	"M	8.00	0.00	0.00	0.00
5/24	9:38PM	LEXINGTON	KY	(859)312-7141	V	1.00	0.00	0.00	0.00
5/25	2:04PM	RECORDING		(859)533-6539	P	1.00	0.00	0.00	0.00

EXHIBIT A



PSC Consumer Complaint

claimemail2  
Sent: 07/31/2001

Complaint Number: 20012623

Date Complaint Entered: 06/20/2001

Customer Information

Name : Borg, Barbara

Address :

620 Talley Rd.

Lexington, KY 40502

County : Fayette

Home Phone: (859)269-7261

Work Phone: (502)564-7348

Customer can be reached at :

Fax :

Complaint Reason : Rates/Policies (Objects to utility policy/practices) Email :

Customer Relations : Failed To Correct Problem

Utility Information for Verizon Wireless :

Contact : Sharon Harris

Fax Number :

E-Mail :

Investigator : RHODY\_M

Customer says that she originally signed a contract with Verizon for cellular service in 12/99 which was to last for one year. Customer says that she contacted Verizon to add another feature to her phone two months ago. Customer says she recently contacted Verizon to cancel service and was told her contract was extended to 12/02 since another feature was added. Customer says that she never signed a contract that extended the service. Customer wants

claimemail2

Verizon to cancel her cellular service and to not charge her a penalty for breach of contract. Customer's cellular numbers are 859-221-8220 & 859-533-9539.

May 11, 2001

Administration Department  
Verizon Wireless  
One Verizon Wireless Place  
Alpharetta GA 30004

Re: Discontinuation of service for (859) 533-6539 (my son's phone)

Dear Verizon,

I shall terminate service for the above number as of 6-12-01. My son will travel out of the country and work in Los Angeles this summer, so he won't need it.

I bought his Qualcomm 800 in December of 1999. A copy of that contract for a year of service, which does not even appear to be signed by me, is attached. At the end of the year, paragraph 5 calls for service to continue on a month-to-month basis. When I saw ads in the paper with a new feature or more minutes at my son's price level, I would call and ask for it to be added, saying it would be unfair to give new customers a better deal than old customers, which is so true.

A March Verizon ad (copy attached) offered 400 peak minutes, 1,000 night and weekend minutes, free long distance, and added 1,000 mobile to mobile minutes as a new feature at his rate of \$35 a month. I called to add the mobile-to-mobile minutes and was told it would require a contract, and I said okay.

When I checked his contract end date, I was told 12/02. I argued that it could not extend past a year from when I added the new feature. Both the ad and your agent stated that a contract was required; since I already had one, I assumed that the requirement of a contract really just applied to new customers. I haven't signed any documents since December of 1999, so I don't see how Verizon considers anyone bound by a contract (which by your terms will last longer than a year) by oral statements that were ambiguous at best (that a contract was required and my okay since I already had one). The failure of your agent to say this would add a year onto some contract Verizon already thought it had with me (and that the contracts would run consecutively instead of concurrently) left me with the impression that if I already had a contract, that was satisfactory.

You cannot change the terms of your own contract. No oral statement can override it; only another written contract can change its terms. As a lawyer, I know that any contract that by its terms will extend beyond a year must be in writing; this law is called the Statute of Frauds. A copy of Kentucky's Statute of Frauds is attached. Your attempt to orally lock people into contracts that extend longer is unfair, overreaching, and legally unenforceable. This response to the competition in the current wireless market will not increase your desirability as a service provider.

*EXHIBIT C*

Any attempt (including billing, use of a collection agency, or an adverse credit report) to collect any sum Verizon sees as due on my "contract" after cessation will result in my reporting Verizon to the Better Business Bureau, the Chamber of Commerce, the Public Service Commission (with whom I have already spoken), and the Attorney General, and may even result in a class action suit against you. Unless I receive a response before 5-29-01, I shall assume that this is satisfactory.

*called to cancel service 6-14-01*

Barbara Borg  
620 Tally Road  
Lexington KY 40502  
(859) 269-7261

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.		A. Received by (Please Print Clearly) <i>Barbara Borg</i> B. Date of Delivery <i>5-10</i>	
Article Addressed to: <i>Administration Dept. Verizon Wireless in Lexington, KY Alpharetta Ga 30004</i>		C. Signature <i>Barbara Borg</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

FRANKFORT POST OFFICE  
FRANKFORT, Kentucky  
406019990  
05/14/2001 (502)223-3447 12:06:08 PM

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Postage	\$ 5.50
Certification Fee	1.40
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.95

FRANKFORT, KY 40601  
 MAY 14 2001  
 USPS  
 Registered Mail  
 Return Receipt for Merchandise  
 Restricted Delivery  
 Certified Mail  
 Label Serial #: 70993400001671849455  
 See Reverse for Instructions  
 PS Form 3800, February 2000

Product Description	Sales Receipt		Final Price
	Sale Qty	Unit Price	
ALPHARETTA GA 30004			\$0.55
First-Class			\$1.50
Return Receipt			\$1.90
Certified			\$1.90
Label Serial #: 70993400001671849455			
Issue PVI:			\$3.95
Total:			\$3.95
Paid by:			
Cash			\$4.00
Change Due:			-\$0.05

Bill #: 1000500170050  
 Clerk: 09

Thank you for your business



Invoice # 197746

Date: 12/07/99

Application Number:

Transaction Type:

Security Deposit:

Account Number:

ESN:

Cellular Number:

Market: 33

33059/00354

Dealer Code/Sub Code: 33059 - FAYETTE KIOSK

Drawer: 163

Dealer Name:

\*\*\* ADJUSTMENT \*\*\*

RL60008986

6065533653

## BILLING RESPONSIBLE PARTY SECTION A

## USER'S NAME AND ADDRESS

Name: BORG, BARBARA  
 Street Address: 488 HART RD  
 City: LEXINGTON State: KY Zip: 40502  
 Home Phone: DOB/Date Est.:  
 Bus. Phone:  
 SS/Fed. ID:  
 Employer:

Name: BORG, BARBARA  
 Address: 488 HART RD  
 City: LEXINGTON State: KY Zip: 40502

## ADDITIONAL INFORMATION

## EQUIPMENT / PRICE

## SUBSCRIPTION

Qty	Part Number	Description	Unit Price	Amount
1	AA810A72	AAQUA, QCP8860 CDMA		
		TKABMU008		
1	*UPDIG	Serial-# 17913721068 DIG PHONE CREDIT-RENEWAL CONTRACT END 12-7-2000 * Return *	207.00	207.00
1	*PERSONAL	PERSONAL PRODUCTIVITY PAC 5.95 PER MONTH	87.05	87.05
		AMEX 127.15		
METHOD OF PAYMENT			Change Due: .00	
Card/Check #:			Service Plan Commitment	Sub-Total
Approval Code:			<input checked="" type="checkbox"/> 1 Year	Tax
Signature:			<input type="checkbox"/> Month to month	Total
I agree to comply with the card holder agreement.			<input type="checkbox"/> Other	Misc. Charges
			Initials	TOTAL

Rate Plan:  
 Account Fee:  
 Monthly Charge:  
 Minimum Plan:  
 Peak:  
 Peak:  
 Interconnect:  
 Feature Package:  
 No Answer Transfer:  
 3 Party Conference:  
 Call Forwarding:  
 Call Waiting:  
 Direct Billing:  
 Mr. Rescue:  
 Wireless Insurance:  
 Select to decline Wireless Insurance:  
 Voice Mail:  
 Features:  
 Password:  
 Pager #:  
 Company:

## FINANCIAL RESPONSIBILITY

Promotion Name (Please Print):

Initials: I will be personally responsible for payment of all charges associated with this account.  
 Initials: My company will be responsible for payment of all charges associated with this account and I am duly authorized to financially commit my company or have had a corporate officer sign this Agreement.

Initials: I acknowledge participation in the promotion above. I have been informed of the promotion terms.  
 Initials: I ( ) select at no charge ( ) decline "Caller ID Complete Blocking". I understand that if I decline Caller ID Blocking, my cellular telephone number will be transmitted to any person or business who subscribes to Caller ID. ("Caller ID Complete Blocking" not available in all markets.)

## CUSTOMER ACCEPTANCE

I hereby acknowledge that I have read and agree to the terms and conditions provided on the reverse of this Agreement, including Rates and Charges (Section 8), and Term of Agreement (Section 5), which specifies that, depending upon the rate plan selected, the agreement shall continue in effect for a minimum period of 1 year, 2 years, or some other specified time period, whichever is applicable, and provides for a fee in the event of early termination. I acknowledge that this paragraph is only a summary of and does not modify or amend my obligations as more fully set forth on the reverse of this Agreement, and that by initiating this paragraph, I have read and fully understand such obligations.

Customer authorizes GTE to use information about Customer and its product and service usage and preferences within the family of GTE businesses and agents.  
 I understand that in order to qualify for the multi-user and association rate plans, certain requirements must be met by me and the association. If these requirements are no longer met, I agree that I will change my rate plan to a GTE retail rate plan for which I qualify with the next billing cycle to fulfill their term commitment above, if any.

I understand I may not change to a rate plan with a monthly access charge lower than \_\_\_\_\_ for \_\_\_\_\_ days from the date of activation.  
 NOTE: All calls received or placed by Customer's cellular numbers will be billed in one (1) minute increments and partial minutes are rounded up to the next full minute.

ID Affidavit-The information provided on this agreement matches the name, address, Social Security number, date of birth, and signature of applicant's identification.

As Witness:

Salesperson's Signature:

Date:

Phone #:

Customer's Signature:

If Corporate, Title:

Date:

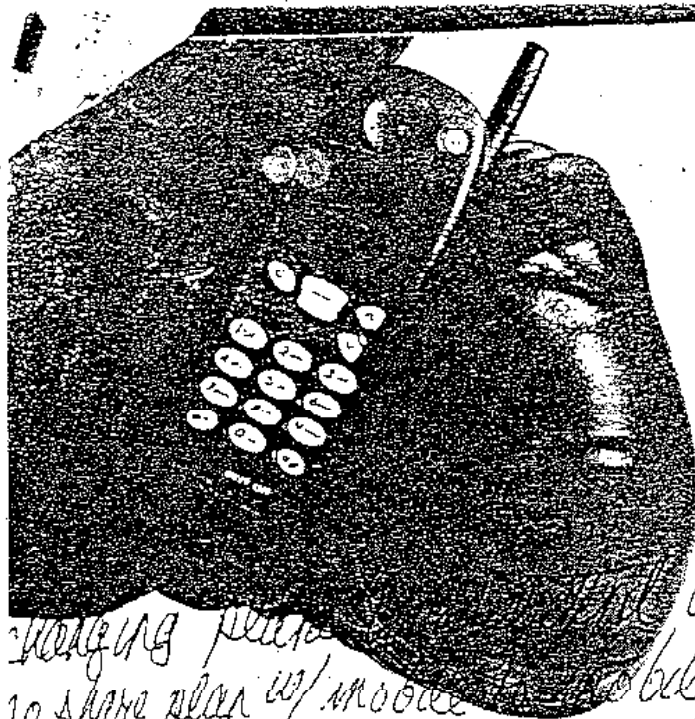
(If corporate, signature must be that of official listed in Section A)

GSA/GS/1723 (9/01/99)

# General Terms and Conditions

1. **Parties:** This Customer Service Agreement ("Agreement") is made by and between the individual or organization identified on the front of this Agreement ("Customer") and the affiliate of GTE ("GTE") that is licensed by the Federal Communications Commission ("FCC") to provide Service (hereinafter defined) in the particular Service Area hereinafter defined as "Service Area". Said affiliate of GTE is hereinafter referred to as "Carrier".
2. **Service:** Carrier must use FCC license to provide wireless telephone and related services ("Service") within the area defined as the Service Area. Pursuant to this Agreement, Carrier will provide Service to Customer on the basis of the terms and conditions set forth in this Agreement. Service may vary due to insurmountable factors such as weather, natural or artificial environmental conditions, and atmospheric conditions. The Service Area is defined as the geographic area in which Carrier provides Service. Service is subject to interruption or limitation due to factors such as weather, natural or artificial environmental conditions, and atmospheric conditions. Service is subject to interruption or limitation due to factors such as weather, natural or artificial environmental conditions, and atmospheric conditions. Service is subject to interruption or limitation due to factors such as weather, natural or artificial environmental conditions, and atmospheric conditions.
3. **Access and Telephone Number:** Network access is currently provided by means of a ten (10) digit telephone number. The telephone number is at all times the property of GTE, and Customer has no interest in, or claim of right to, the telephone number. Carrier reserves the right to change the telephone number upon ten (10) days prior notice, except that in the event of suspected fraud, no notice is required. A cellular telephone number issued by Carrier to Customer under this Agreement may not be assigned to, or associated with, another cellular telephone except with the consent of Carrier. If Customer assigns or associates the cellular telephone number to another cellular telephone without Carrier's consent, Customer shall be responsible for all charges to said telephone number.
4. **Credit Verification:** Deposit Requirement: Carrier may require Customer to make a deposit with Carrier. Carrier may obtain credit information regarding Customer from third parties and use such information to determine whether to provide Service to Customer. Carrier may require Customer to make a deposit with Carrier. Carrier may obtain credit information regarding Customer from third parties and use such information to determine whether to provide Service to Customer. Carrier may require Customer to make a deposit with Carrier. Carrier may obtain credit information regarding Customer from third parties and use such information to determine whether to provide Service to Customer.
5. **Term of the Agreement; Termination Fee:** The term of this Agreement begins on the date set forth next to Customer's signature, or if Customer activates Service by phone, the date of activation. The term of this Agreement shall be for a period of one year, two years, or some other time period (the "Term"). Customer agrees to continue Service under a rate plan for at least the prescribed period of time. If Customer fails to continue Service for the entire Term, Customer agrees to pay a termination fee ("Termination Fee") for each cellular telephone number canceled under this Agreement. The Termination Fee is \$10.00, as liquidated damages, equal to the monthly access fee on the front of this Agreement, or the minimum monthly bill, not to exceed a maximum of \$25.00 per month, multiplied by the number of full months remaining in the Term. Any periods of suspension do not count toward Customer's Term commitment. Customer acknowledges that Carrier has no control over the termination fee charged by an agent of Carrier. Customer acknowledges that Carrier has no control over the termination fee charged by an agent of Carrier. Customer acknowledges that Carrier has no control over the termination fee charged by an agent of Carrier.
6. **Rates and Charges:** The terms contained in collateral service information and brochures separately provided to Customer describing Carrier's selected rate plan are incorporated by reference into this Agreement. Carrier will charge Customer the rates and charges for Service that are specifically set forth on the front of this Agreement or in the Service information separately provided to Customer. Carrier will also charge Customer for airtime, enhanced features, and roaming. Carrier reserves the right to change rates on, or discontinue any, enhanced features. During the Term of this Agreement, Carrier reserves the right to change rates on, or discontinue any, enhanced features. During the Term of this Agreement, Carrier reserves the right to change rates on, or discontinue any, enhanced features.
7. **Service:** Carrier will provide Service to Customer on the basis of the terms and conditions set forth in this Agreement. Carrier will provide Service to Customer on the basis of the terms and conditions set forth in this Agreement. Carrier will provide Service to Customer on the basis of the terms and conditions set forth in this Agreement. Carrier will provide Service to Customer on the basis of the terms and conditions set forth in this Agreement.
8. **Payment for Service:** Customer shall be billed in full by the due date set forth on the bill. Customer shall be billed in full by the due date set forth on the bill. Customer shall be billed in full by the due date set forth on the bill. Customer shall be billed in full by the due date set forth on the bill.
9. **Insurance:** If Customer has selected wireless insurance to insure products purchased under this Agreement, Customer acknowledges that the insurance is provided by an independent insurer and not by Carrier, and that Customer is subject to the terms and conditions of the insurance including any applicable deductible. Customer further acknowledges that Carrier is not selling insurance, but rather is acting as a billing agent for the independent insurer, and that Carrier will forward to the independent insurer the monthly insurance premiums billed to Customer on the insurer's behalf. Wireless insurance is not available in all markets.
10. **Default:** Customer is in default ("Default") under this Agreement if: (a) Customer fails to pay the full amount owed to Carrier under this Agreement, or any other agreement between Carrier and Customer, in accordance with the due date on the bill; (b) Customer cancels Service prior to the end of the Term of this Agreement; (c) Customer's Service is disconnected for nonpayment; (d) Customer fails to comply with any other provision of this Agreement; (e) Customer engages in any activity that constitutes illegal or unauthorized use of Service or equipment; or (f) Customer uses the Service or equipment in such a manner that it interferes with or adversely affects Carrier's service to any other customers. In the event of Default by Customer, Carrier may disconnect and/or discontinue the Service provided by Carrier. If Customer is disconnected, Customer may be required to pay a service deposit or reconnection fee to reconnect Service.
11. **Taxes and Assessments:** Carrier will collect and remit to the appropriate taxing authority all taxes and assessments, including but not limited to, sales taxes, use taxes, and assessments, on the Service provided, whether or not denominated as a tax, and whether imposed now or in the future upon Customer or GTE. Taxes, surcharges, and assessments may be changed or added in accordance with the applicable taxing authority. If the taxing authority disallows any tax exemption, Customer shall reimburse Carrier for the amount of tax, including penalties and interest, owing as a result of having attempted to rely on such exemption.

12. **LIMITATION OF LIABILITY:** CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR INTERRUPTIONS OF SERVICE, LOSS OF DATA, INTERCEPTION OF ANY CELLULAR TRANSMISSION, OMISSIONS OF ERRORS OF THIRD PARTIES, EQUIPMENT FAILURES, ACTS OF GOD, STRIKES, GOVERNMENT ACTIONS, OR OTHER CAUSES BEYOND CARRIER'S REASONABLE CONTROL. CARRIER SHALL NOT BE LIABLE IF CHANGES IN OPERATIONS, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF CUSTOMER'S EQUIPMENT OR RENDER CUSTOMER'S EQUIPMENT OBSOLETE. THERE SHALL BE NO REDUCTIONS, SETOFFS, OR CREDITS AGAINST THE CHARGES FOR SERVICE FOR DOWNTIME OR INTERRUPTION OF SERVICE UNLESS SUCH PERIOD EXCEEDS TWENTY-FOUR (24) CONSECUTIVE HOURS FROM THE TIME OF NOTICE OF INTERRUPTION UNTIL SERVICE RESTORATION IS PROVIDED TO CUSTOMER. IF SERVICE INTERRUPTION EXCEEDS TWENTY-FOUR (24) CONSECUTIVE HOURS, CARRIER SHALL PROVIDE CUSTOMER WITH A CREDIT ALLOWANCE EQUAL TO THE AMOUNT PAYABLE BY CUSTOMER DURING THE SERVICE INTERRUPTION PERIOD. PROVIDED CUSTOMER PROMPTLY NOTIFIED CARRIER OF THE SERVICE INTERRUPTION, CARRIER SHALL GIVE NO CREDIT FOR CIRCUMSTANCES CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTS OR WILLFUL MISCONDUCT OF CUSTOMER. IN NO EVENT SHALL CARRIER BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITY. CARRIER SHALL NOT BE LIABLE FOR INJURY TO CUSTOMER, OTHER PERSONS, OR PROPERTY DAMAGE THROUGH THE USE OF ANY EQUIPMENT OR SERVICE PROVIDED UNDER THIS AGREEMENT. IN THE STATE OF TEXAS, THE FOREGOING MAY BE LIMITED IN THE EVENT OF INJURY ARISING FROM RENTAL EQUIPMENT. IN NO EVENT SHALL CARRIER BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE OR ATTEMPTED USE OF 911 SERVICE, OR FOR CUSTOMER'S INABILITY TO ACCESS 911 SERVICE. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION.
13. **CUSTOMER INDEMNITY:** CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CARRIER AGAINST ANY CLAIMS RELATING TO CUSTOMER'S MISUSE OF SERVICE OR EQUIPMENT UNDER THIS AGREEMENT. CUSTOMER AGREES TO REIMBURSE CARRIER FOR ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY CARRIER IN DEFENDING ANY CLAIMS RELATING TO CUSTOMER'S MISUSE OF SERVICE OR EQUIPMENT.
14. **DISCLAIMER OF WARRANTIES:** CARRIER IS NOT THE MANUFACTURER OF ANY EQUIPMENT OR ANCILLARY PRODUCTS SOLD OR RENTED UNDER THE AGREEMENT. CARRIER MAKES NO WARRANTY REGARDING MANUFACTURER'S EQUIPMENT, AND NO PERSON IS AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON CARRIER'S BEHALF. CARRIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR PRODUCTS SOLD OR RENTED UNDER THIS AGREEMENT, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE. WARRANTIES OF MERCHANTABILITY, WARRANTIES AGAINST INTERFERENCE, AND ANY OTHER WARRANTY IMPLIED BY LAW. NO STATEMENT REGARDING EQUIPMENT, PRODUCTS OR SERVICE SHOULD BE INTERPRETED AS A WARRANTY.
15. **Regulation Governing Law and Severability:** The provision of Service under this Agreement is regulated by the FCC, and may be regulated by state or local authorities. Carrier reserves the right to make changes to this Agreement and to the provision of Service under this Agreement that are necessary to comply with statutes, rules or regulations governing the provision of the Service. This Agreement shall be interpreted under the laws of the State in which Service is provided. If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
16. **Privacy of Service:** Complete privacy of Customer's conversations while using a cellular telephone system cannot be guaranteed. Customer consents to Carrier monitoring and/or recording calls placed to Carrier for quality assurance.
17. **Unauthorized Usage:** If Customer's cellular telephone is lost, stolen, or otherwise absent from Customer's possession, or if the cellular telephone number assigned to Customer's telephone is used without Customer's permission, Customer must notify Carrier within forty-eight (48) hours of the loss and provide all information and documentation relating to the fraudulent use, including, but not limited to, police reports and affidavits. If Carrier determines that Carrier's loss, telephone number was fraudulently used without Carrier's permission, or that Customer's telephone number was used for fraudulent use within forty-eight (48) hours, Carrier will not charge Customer for such usage. As part of Carrier's investigation, Customer expressly authorizes Carrier, Carrier's agents, or law enforcement agencies to call any telephone numbers that Customer claims were called without Customer's permission and for which Customer seeks to credit from Carrier. Customer's failure to cooperate with Carrier in any investigation and take reasonable precautions as Carrier prescribes from time to time will result in Customer's liability for such usage.
18. **Account Changes by Telephone:** Customer authorizes Carrier to make changes to Customer's account at the request of persons able to provide Customer's name, address, and the cellular telephone number assigned to Customer under this Agreement.
19. **Transfer of Agreement Assignment:** Customer may not transfer or assign this Agreement, either in whole or in part, unless so authorized in writing by Carrier. Carrier may assign this Agreement and all of its rights and duties under this Agreement.
20. **Rate Plan and Account Transfer Fee:** Subject to Carrier's approval and any applicable fees, Customer may change to another Carrier rate plan then in effect at the end of any billing period. Customer is advised that some agents for Carrier also impose fees for transferring Customer to another rate plan. These fees are separate from any fees required by Carrier and are not within Carrier's control.
21. **Waiver:** Carrier will not be bound by any agreement to enforce any right that shall not constitute a waiver of any rights or other right, whether of a similar or dissimilar nature, and shall not prohibit the exercise of the same right at a future date.
22. **911 Emergency Services:** Customer acknowledges that when calling 911 Emergency Services, Customer's location will not be known automatically by the operator answering the 911 call. Customer must provide the operator specific information identifying the Customer's location.
23. **TTY/TDD:** Due to technical incompatibility, Customer cannot use a Telecommunication Device for the Deaf (TTY/TDD) to call 911 with a digital wireless phone.
24. **Assignment of Agreement:** If this agreement is not signed by Customer, placement or receipt of calls by Customer shall obligate Customer to, and shall constitute Customer's acceptance of, the terms and conditions set forth in this Agreement.
25. **Entire Agreement:** The terms and conditions set forth in this Agreement represent the entire agreement between the parties with respect to Service provided by Carrier, and this Agreement supersedes any prior or contemporaneous representations of sales representatives or other personnel of Carrier whether oral or written. No change to the terms or conditions of this Agreement has been authorized, and no such change will be valid or enforceable unless confirmed in writing by an officer of GTE.



# 2400

## minutes

### for \$35

*changing plan to share plan w/ mobile - original only x*  
*3-7-2002 = add'l 1,000 mobile to mobile - anytime minutes*

#### The DigitalChoice™ Offer

Daytime minutes	400†
Night & weekend minutes	1000†
Mobile-to-mobile minutes	1000
Home area wireless calls between Verizon Wireless customers.	2400*
Total minutes	\$35/mo

*Includes Nationwide Long Distance*

\*With annual contract. Additional plans available.  
 †Includes Nationwide Long Distance



Audiovox 130

\*Prices available with annual contract.

*\$19.99\**



Kyocera 2035a

Fully data and two-way messaging capable tri-mode phone.

*\$59.99*  
*- \$30.00 mail-in rebate*  
*only \$29.99\**



*6am-9pm Mon-Sun*  
*800-333-4004*

Join in.

call toll free  
**1.800.2 JOIN IN**  
[verizonwireless.com](http://verizonwireless.com)

## verizonwireless

#### COMMUNICATIONS STORES

##### TWO LEXINGTON LOCATIONS

- \* Fayette Mall ..... 272-7237
- \* 112 Mt. Tabor Rd. .... 268-2355

\* **FRANKFORT**  
 Franklin West Shopping Center  
 875-2284

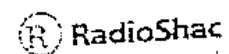
**BUSINESS SALES**  
 268-2355

#### AUTHORIZED RETAILERS

*Offer may vary at these locations.*

Cellular Sales  
 859-335-6635

Cellpage of Kentucky  
 859-246-0505



◆ NOW OPEN SUNDAYS 12PM-5PM ★ NOW OPEN SUNDAYS 12PM-6PM

Subject to terms of Cellular Service Agreement and Price Plans. Annual contract required, early termination fee applies. Requires credit approval. Cannot be combined with other offers. Usage rounded to next full minute. Unavailable in some areas. All calls subject to taxes, toll & other charges. Digital service not available in all areas. CDMA phone required. Geographic and other restrictions apply. Nights Monday through Thursday 9 p.m. - 6:59 a.m., Weekends 12 p.m. Friday through 6:59 a.m., Monday. Other charges and restrictions may apply. 2001 Verizon Wireless.



## GENERAL PROVISIONS

## 371.010. Statute of frauds — Contracts to be written.

No action shall be brought to charge any person:

- (1) For any representation or assurance concerning the character, conduct, credit, ability, trade, or dealings of another, made with intent that such other may obtain thereby credit, money, or goods;
- (2) Upon any promise to pay a debt contracted during infancy, or any ratification of a contract or promise made during infancy;
- (3) Upon any promise of a personal representative as such to answer any liability of his decedent out of his own estate;
- (4) Upon any promise to answer for the debt, default, or misdoing of another;
- (5) Upon any agreement made in consideration of marriage, except mutual promises to marry;
- (6) Upon any contract for the sale of real estate, or any lease thereof for longer than one year;
- (7) Upon any agreement that is not to be performed within one year from the making thereof.
- (8) Upon any promise, agreement, or contract for any commission or compensation for the sale or lease of any real estate or for assisting another in the sale or lease of any real estate; or
- (9) Upon any promise, contract, agreement, undertaking, or commitment to loan money, to grant, extend, or renew credit, or make any financial accommodation to establish or assist a business enterprise or an existing business enterprise including, but not limited to the purchase of realty or real property, but this subsection shall not apply to agreements pursuant to which credit is extended by means of a credit card or similar device, or to consumer credit transactions; unless the promise, contract, agreement, representation, assurance, or ratification, or some memorandum or note thereof, be in writing and signed by the party to be charged therewith, or by his authorized agent. It shall not be necessary to express the consideration in the writing, but it may be proved when necessary or disproved by parol or other evidence.

(470: amend. Acts 1950, ch. 174; 1990, ch. 259, § 1, effective July 13, 1990.)

**Cross-References.** Assignment by tenant invalid unless landlord gives written consent, KRS 383.180.

Conveyance for over five years or marriage agreement to be acknowledged or recorded, KRS 382.080.

Landlord and tenant, recovery on oral contract between, KRS 383.090.

Law impairing obligation of contract forbidden, Const., § 19.

Lessee's agreement to erect similar buildings to be in writing, KRS 383.170.

Mortgage, release, or waiver of exemption to be in writing, KRS 427.100.

Writing required to be signed must be signed at end, KRS 446.060.

Kentucky Law Journal Hall, Rights of a Teacher in the Public Schools When School Is Closed, 25 Ky. L.J. 261 (1937).

Ferguson, Motion for Judgment on the Pleadings in Kentucky Other than for Judgment Notwithstanding the Verdict, 25 Ky. L.J. 263 (1938).

Fanning, Some Observations of the So-Called Doctrine of Mutual Remedy and Its Application in Kentucky, 26 Ky. L.J. 129 (1938).

Gilbert, Conveyances — Validity of Parol Agreements as to Determinable Boundary Lines, 27 Ky. L.J. 340 (1939).

Evans, "The First Words in a Deed and the Last in a Will Prevail" or "Testamentary Re-